PROGREEN LIMITED WARRANTY

PROGREEN extends the following limited warranty on the **PROGREEN®** turf polyolefin fabricated product (the "Turf Product") to the original purchaser of the finished installed Turf Product only, subject to the conditions below. This limited warranty is effective for a period of eight years. ProGreen turf products that require infill (sand, rubber, etc.) require periodic brushings to prevent compaction, mold, and mildew or dirt build-up. In some situations, the infill turf system may require the use of a power broom (non-metallic brushes only).

PROGREEN further warrants the Turf Product fiber for eight years against (a) color fade in excess of 25 percent scale from the original color and (b) decreases in pile height in the finished Turf Product in excess of 50 percent from the original height. Color fading can be determined by examining the bottom portion of the fiber in relation to the top of the fiber. Since the bottom portion of the fiber is protected from the sun, a noticeable difference in color from top to bottom will be evident should fiber fade. If the color of the Turf Product fiber in the finished Turf Product fades more than 25 percent or the pile height of the Turf Product fiber in the finished Turf Product decreases more than 50% due to ultraviolet radiation degradation within the stated time period, **PROGREEN** will replace the affected portion of the finished Turf Product with new Turf Product of equal quality on a prorated basis. This prorated schedule will be as follows:

0 through 4 years……………………..100%
5th year…………………………………75% of current price
6th year…………………………………50% of current price
7th year…………………………………30% of current price
8th year…………………………………10% of current price

The remedy of repair or replacement set forth herein shall be the only remedy. **PROGREEN** warrants only the construction of the fabricated surface fiber system of the Turf Product and since **PROGREEN** does not perform installations, we are not responsible for any installation failures. **PROGREEN** obligations under this warranty are restricted to the replacement of the affected areas covered herein.

PROGREEN shall have no other obligation or liability in any matter or thing, including without limitation, damages for personal injury or other damages of any type or kind. Failures resulting from the causes other than ultraviolet degradation of the face fiber yarn, such as faulty installation, removal or reduction of the sand fill system level, chemical attack form adhesives, backing materials, cleaning agents, or any related causes are not covered by this warranty. Effects due to changes in texture resulting from application of sand, entrapped dir t, mold, mildew, normal wear, normal matting, traffic, and compression are expressly excluded from this warranty, as are any and all installation on stairs or angular sections where the sand fill system cannot be sustained, thereby exposing the entire length of the fiber to ultraviolet degradation. Furthermore, failure to properly maintain the turf system makes this warranty null and void. ProGreen is not responsible for turf fibers melting due to possible reflection and/or magnification, usually caused by, but not limited to, *Energy Efficient Windows*. Damage to the Turf Product caused by Acts of God, or anything outside of normal wear conditions are not cover in this warranty.

PROGREEN makes no warranty of final application usage other than those stated herein or by specific written agreement, and any warranties, expressed or implied, except the warranty expressly stated above, are excluded. **THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROGREEN SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, GOODWILL OR OTHER ECONOMIC LOSS, EVEN IF PROGREEN HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

This Limited Warranty is not valid if not registered within thirty (30) days of installation: Purchaser must fill out the form below, detach it and mail it directly to PROGREEN within the thirty (30) day time period. The Limited Warranty is effective between PROGREEN and the end user at the time of purchase and is transferable between homeowners but not properties. Warranty is only valid at the install address submitted at time of installation.

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Today's Date: **Name: (please print)**	**Date of Substantial Completion:** Day Phone Number:
Address:	Evening Phone Number:
City: ST Zip Country:	How did you first hear about PROGREEN?
Email Address:	
Date Purchased: How Paid? X CC Check	Invoice #? Distributor:
Product Type: **Sq Ftg Approx**:	Installed by : (Circle One) XDist. Installed Self Other: (Name & Phone No.)

I____, acknowledge and accept the above PROGREEN Synthetic Limited Turf Warranty and have completed the above information to the best of my knowledge.

Mail to: PROGREEN INTERNATIONAL
900 Circle 75 Pkwy Suite 1750, Atlanta, GA 30339
PHONE 888 440 7888 FAX 770 933 4059